

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION

IN RE:

Kenneth Chism and Donna Chism,  
Debtors

THE BANK OF NEW YORK MELLON,  
F/K/A The Bank of New York as trustee for  
registered Holders of CWABS, Inc., Asset-  
Backed Certificates, Series 2005-14, its  
assignees and/or successors in interest,

Movant

vs.

Kenneth Chism and Donna Chism,  
Respondents

William C. Miller,  
Trustee

CHAPTER 13

CASE NO.: 16-15128-elf

**HEARING DATE:**

Tuesday, February 12, 2019  
9:30 a.m.

**LOCATION:**

U.S. Bankruptcy Court  
Robert N.C. Nix Federal Courthouse  
Courtroom No 1  
900 Market Street  
Philadelphia, PA 19107

**MOTION FOR RELIEF FROM AUTOMATIC STAY**

Movant, by its Attorney, Jason Brett Schwartz, Esquire, hereby requests a termination of Automatic Stay and leave to foreclose on its mortgage on real property owned by Debtors.

1. Movant is THE BANK OF NEW YORK MELLON, F/K/A The Bank of New York as trustee for registered Holders of CWABS, Inc., Asset-Backed Certificates, Series 2005-14, its assignees and/or successors in interest.

2. Debtors Kenneth Chism and Donna Chism are owners of premises **7417 Elmwood Ave., Philadelphia, Pennsylvania 19153** hereinafter known as the mortgaged premises.

3. Movant is the current payee of promissory note dated November 23, 2005 in the principal amount of \$102,000.00 ("Note" herein) secured by said senior mortgage of same date ("Mortgage" herein) upon property generally described as **7417 Elmwood Ave., Philadelphia, Pennsylvania 19153** and legally described as set forth in the Mortgage ("Property" herein).

Movant was assigned the beneficial interest in said Mortgage by an Assignment of Mortgage dated October 4, 2011.

4. Carrington Mortgage Services, LLC services the loan on the Property referenced in this Motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the promissory note. Movant will enforce the promissory note as transferee in possession. Movant is the original mortgagee or beneficiary or the assignee of the Mortgage.

5. Movant wishes to institute foreclosure proceedings on the mortgage because of Debtors' failure to make the monthly payment required thereunder.

6. The foreclosure proceedings to be instituted were stayed by the filing of the instant Chapter 13 Petition.

7. Debtors have failed to make all current payments on said mortgage subsequent to filing of the instant Bankruptcy Petition.

8. As of January 8, 2019, the outstanding Obligations are:

Unpaid Principal Balance	\$87,759.44
Unpaid, Accrued Interest	\$3,943.35
Escrow Advances	\$889.05
Minimum Outstanding Obligations	\$92,591.84

9. In addition to the other amounts due to Movant reflected in this declaration, as of the date hereof, in connection with seeking the relief requested in the Motion, Movant has also incurred \$1,031.00 in legal fees and costs. Movant reserves all rights to seek an award or allowance of such fees and costs in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

10. The following chart refers only to the number and amount of outstanding post-petition payments due pursuant to the terms of the Note. Any payments that have been or may be

received post-petition are applied to the next contractual post-petition date.

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
2	09/01/2018	10/01/2018	\$1,121.76	\$2,243.52
3	11/01/2018	01/01/2019	\$1,268.03	\$3,804.09
Less post-petition partial payments:				(\$789.12)
				<b>Total: \$5,258.49</b>

11. Movant has cause to have the Automatic Stay terminated as to permit Movant to complete foreclosure on its mortgage.

WHEREFORE, Movant respectfully requests that this Court enter an Order modifying the Automatic Stay under Section 362(e) with respect to the mortgaged premises as to permit Movant to foreclose on its mortgage and allow Movant or any other purchaser at Foreclosure Sale to take legal action for enforcement of its right to possession of said premises.

Movant further requests that the Order waives the 14-day stay described by Bankruptcy Rule 4001(a)(3).

Movant further requests an Order that, in addition to foreclosure, permits activity necessary to obtain possession of said collateral; therefore, all communications sent by Movant in connection with proceeding against the property including, but not limited to, notices required by state law and communications to offer and provide information with regard to a potential Forbearance Agreement, Loan Modification, Refinance Agreement, Loss Mitigation Agreement, or other Loan Workout, may be sent directly to Debtors.

Respectfully submitted,

MESTER & SCHWARTZ, P.C.

/s/ Jason Brett Schwartz

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